

## Exhibit 6

## TESTIMONY CONTRADICTION CHART

<b>Summary of Conflicts Between Corporate Representatives' Testimony and Federal Court Declarations</b>
1. Testimony Contradiction: Shenzhen Jiuan Yunchen Witness Denies Knowledge of Company's CEO in District of Maryland Case
2. Testimony Contradiction: Giske Network Representative Testifies No Knowledge of Person Filing Declaration as Company's CMO in NDIL Case
3. Service Company Connection: Giske Network Representative Denies Knowledge of Mind E-Commerce While Separate Declaration Claims Mind Provides Services to Related E-commerce Companies including Giske
4. Service Company Connection: Giske Network Representative Denies Knowledge of Husdow While Separate Declaration Claims Husdow Provides Services to Related E-commerce Companies
5. Testimony Contradiction: Shenzhen Jiangmao Representative Zhuang Testifies No Knowledge of Zhongtou Guorong While Filing Separate Declaration as CMO of Same Company in District of Maryland Case

1. Testimony Contradiction: Shenzhen Jiuan Yunchen Witness Denies Knowledge of Company's CEO in District of Maryland Case	
Testimony	Declaration
<p>Yue Lin 30(b)(6) on behalf of 1 Shenzhen Jiuan Yunchen Network Technology Co., Ltd. (owner and operator of anticipateh.com) Page 55</p> <p>12 Q. Okay. So could you confirm with me 13 that you have never heard of <b>Angyang Lin</b> 14 listed 15 A. I do not know this person.</p>	<p><i>Bullseyebore, Inc. v. Landbase Trading Co., Ltd.</i> (1:24-cv-00246) District Court, D. Maryland</p> <p>Dkt 106-8 Declaration of <b>ANGYANG LIN</b>. Filed 11/25/24</p> <p>1. My name is Angyang_Lin, I am the Chief Executive Officer ( CEO ) of Shenzhen Jiuan Yunchen Network Technology Co., Ltd. for the PayPal Account: Anskycehnjui@outlook.com, and maintains the domain name: olarglscal.com 2. I have worked as the CEO for the Company for 3 years, and am familiar with the daily management of company departments, formulating company business objectives, implementing departmental tasks, ensuring efficient work execution, formulating company development strategies, creating corporate culture, and presiding over the Company s daily business activities.</p>

DECEMBER 11, 2024

33

1 is currently at?

2 A. No. Currently we are in the Wangjian  
3 Building, W-A-N-G-J-I-A-N.

4 Q. Has the company ever occupied this  
5 address listed on the business certificate?

6 A. Yes.

7 Q. Could you tell me the timeframe of  
8 that -- the time period?

9 A. No matter what, at the time when I  
10 joined the company, we were working at this  
11 address.

12 Q. Okay. So could you confirm with me  
13 that you have never heard of Anyyang Lin listed  
14 as the legal person of the company?

15 A. I do not know this person.

16 Q. Okay. Does your company hire  
17 anybody -- I mean like -- I'm sorry. Strike  
18 that. Strike that question. Is your company  
19 currently hiring?

20 A. Not currently.

21 Q. Okay. For all the existing employees,  
22 do they all have contracts with your company,  
23 Shenzhen Jiuan Yunchen?

24 A. Yes.

25 Q. I've reviewed the gross sales that you

**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MARYLAND**

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BULLSEYEBORE, INC.

Plaintiff,

-against-

Civil Action No.:  
1:24-cv-00246-RDB

LANDBASE TRADING CO. LTD, et. al.

Defendants.

-----X

**DECLARATION OF ANGYANG LIN**

I, Angyang\_Lin, declares as follows:

1. My name is Angyang\_Lin, I am the Chief Executive Officer (“CEO”) of Shenzhen Jiuan Yunchen Network Technology Co., Ltd. (the “Company”). The Company is responsible for the PayPal Account: Anskycehnjui@outlook.com, and maintains the domain name: olarglscal.com (the “Domain Name”).

2. I have worked as the CEO for the Company for 3 years, and am familiar with the daily management of company departments, formulating company business objectives, implementing departmental tasks, ensuring efficient work execution, formulating company development strategies, creating corporate culture, and presiding over the Company’s daily business activities.

**NATURE OF THE COMPANY**

3. Shenzhen Jiuan Yunchen Network Technology Co., Ltd. is an e-commerce company that engages in the sales of various miscellaneous products to interested buyers around the world.

4. Company was founded in January 2021. It is headquartered in Shenzhen, China.

We have no offices, employees, sales representatives, or real property in Maryland. We have no registered agents in Maryland, are not registered to do business in Maryland, have no bank accounts in Maryland and have never filed any Maryland tax returns.

5. The Company sells approximately 1,000 different products.

6. The Company sells these products through olarglscal.com.

7. The Company has an Operations Team which is in charge of determining what products or items the Company should sell. The Operations Team's job is to follow rival e-commerce websites and examine the products that are sold or that seem popular.

8. If they identify any products which look promising, they would notify our company's outsourcing service provider. The outsourcing service provider for the Company is Wuhan Gufengda Network Technology Co..

9. The outsourcing service provider undertakes a series of service outsourcing, including product procurement, warehousing, arranging personnel for packing, shipping, etc. Therefore, our Company does not directly purchase or store products itself.

10. I believe our Operations Team first identified these products as a popular item because we saw a lot of different e-commerce companies selling them. Because they were available on multiple platforms, we did not think that it would be an issue to also sell the same products as it did not seem any one company had exclusive rights.

## **SALES OF ALIGNDRILL PRO PRODUCTS**

11. According to our records, the Company began selling "AlignDrill Pro" products on

January 12, 2024, with the earliest sales occurring on January 12, 2024 and the latest sale on January 12, 2024.

12. We have had 0 sales in the State of Maryland.

13. Attached as Exhibit A to this declaration are the full and complete sales records we have of each and every sale of all products that bore the description or the term “AlignDrill Pro.”

14. We have **never** sold any products under the name “Bullseyebore,” nor were we aware of the company Bullseyebore or their products.

15. These records were generated by the Operations Team, who accessed the backend data system of the website. The team performed thorough searches using the plaintiff company’s name, specific brand keywords, and broader category-related terms such as “AlignDrill Pro” “Align,” and “Drill.” They manually reviewed the search results against images of the allegedly infringing products, pinpointing matches by their appearance or use of similar brand keywords. Each product identified was linked to a unique website address and compiled into a list of landing pages. These addresses facilitated precise backend searches to comprehensively track all allegedly infringing orders and systematically compile them into a spreadsheet.

16. These records are full and complete, and they identify each and every order placed, the date the order was placed, the total revenue generated, and where the orders were delivered. We have modified the records only to omit the personal home address and the names of the buyers to preserve the privacy of the individual customers who are not parties to this lawsuit.

17. According to these records, as a summary, the total sales of “AlignDrill Pro” products in the United States was \$0, and in Maryland was \$0.

18. We have checked these numbers thoroughly and can confirm that they constitute all

the orders which were made.

19. For each of these sales, the costs of the goods sold, as charged to us by the Wuhan Gufengda Network Technology Co., Ltd. amounted to \$20.06. This total includes a product purchase cost of \$9.58, logistics cost of \$8.52, and a packaging fee of \$1.96.

20. Based on this, the gross profits derived from the sale of the allegedly infringing products was \$-21.48.

21. To our knowledge, the goods that we sold and advertised were sold under the mark: “AlignDrill Pro.” Prospective customers would see the products being sold under the name AlignDrill Pro which is prominently visible. The words “Bullseyebore” do not appear anywhere in the product description.

22. We have never purchased any products from Bullseyebore, and to our knowledge, it is still not possible to purchase any products because we have been informed by our attorneys that Bullseyebore does not have any final products available for sale. Therefore we cannot compare any the AlignDrill Pro products with the Bullseyebore products to see if they are the same or different or if the quality is better or worse.

#### **ADVERTISING AND MARKETING**

23. The Company advertises and has advertised allegedly infringing products on Facebook.

24. We were able to obtain from the Meta/Facebook Ad Manager certain detailed records for the products and advertising.

25. When advertising on Facebook, we do not target any specific states or cities. We in fact include all countries in our advertising campaign because we offer international shipping

and as a result we have a fair number of global sales on our products generally.

26. We only advertise our products through the Meta Ad Manager. We do not advertise on Tik-Tok, Pinterest, X (or Twitter).

27. According to our records, the total amount of money that was spent on Facebook Ad-Managers for advertising for the AlignDril products was \$54.92. This amount should be further deducted from the revenues generated as a cost associated with generating the revenue.

#### **NO CONTINUED HARM TO PLAINTIFF**

28. Since we first discovered the lawsuit, when this Court issued the initial temporary restraining order, we have permanently discontinued the sale of all AlignDrill Pro products on our website.

29. We have had no sales since that took place.

30. We have permanently removed all AlignDrill Pro products and advertising from our domain names. We no longer have any advertisements of AlignDrill Pro products.

31. At the present moment, we have no remaining units of the allegedly infringing products contained in a warehouse. The warehouse is owned by the Wuhan Gufengda Network Technology Co., Ltd.

32. There is no ongoing harm to Plaintiffs. We have voluntarily but permanently discontinued all sales of “AlignDrill Pro products” products and will not resume sales irrespective of the outcome of this case.

#### **HARM TO THE COMPANY FROM ASSET RESTRAINT**

33. When a TRO was first issued in this case, all of the money in our Company’s PayPal account was frozen. This resulted in a total asset freeze of \$151,648.63.

34. As a company that sells thousands of products, the sales from AlignDrill Pro products represents only a tiny fraction of our overall sales.

35. The asset restraint has had a major serious impact on our company's finances. The Company is unable to pay the office rent and has been warned multiple times by the landlord. If the rent cannot be paid on time in the future, the Company may have to relocate from the current office location.

36. Because of this asset restraint, we have not been able to use those funds to acquire and offer additional products for sale, or invest in Facebook advertising campaigns for our other products, or to use those funds in any other aspects of our business. These are just a few of the many ways that the money in the account could have been used by the Company.

37. The harm that our company has incurred has been significant.

38. One simple way to measure the harm is that the money as frozen in PayPal does not collect any interest. From the time of the initial freeze January 2024 to present, the money would have accrued 8 months of interest which at 9% would have come out to \$9,098.9.

39. For these reasons, we ask that the Court, to the extent that it issues any injunction at all, takes into account the documents and numbers produced, issues a properly tailored injunction, and also award to our Company a portion of the bond for damages sustained because of Plaintiffs' overreaching.

#### **RETAINING COUNSEL FOR REPRESENTATION**

40. Our firm hired DGW Kramer LLP to represent us in this matter. This is a law firm that has a good reputation, is known to us, has staff that understands, speaks, and reads Mandarin/Chinese, and is familiar with our company and our practices.

41. They have previously represented us in this and other cases. We have never operated in Maryland and are unfamiliar with the attorneys there and have no relationship with any attorneys in Maryland.

42. After the Court indicated that only attorneys who are licensed to practice in the Maryland Federal Court may represent them, it is our understanding that our counsel proceeded to obtain admission to the Maryland Federal Court. Now that they have become admitted, we are now once again represented by attorneys who can now speak on our behalf.

#### **MISCELLANEOUS**

43. This declaration was translated to me into Mandarin.

44. I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Dated: September 20, 2024

By: Anyang Lin  
Anyang\_Lin

2. Testimony Contradiction: Giske Network Representative Testifies No Knowledge of Person Filing Declaration as Company's CMO in NDIL Case	
Testimony	Declaration
<p>Shu Tang 30(b)(6) on behalf of Nos. 6 and 12 Giske Network Technology Co., Limited (owner and operator of cafeteriam.com and haulinferen.com)</p> <p>Page 87</p> <p>·2· · · ·Q· Do you have a chief marketing officer?</p> <p>·3· · · ·A· In our company, this person is the ·4· director for operations.</p> <p>·5· · · ·Q· That would be Ms. Yulan Wang, correct?</p> <p>·6· · · ·A· Yes.</p> <p>·7· · · ·Q· Is there a Lin Zhang in Giske?</p> <p>·8· · · ·THE INTERPRETER:· Counsel, could you say</p> <p>·9· ·it again?· Lin Zhang?</p> <p>10· · · ·MS. BU:· Yes.</p> <p>11· · · ·THE INTERPRETER:· Is the name of a person?</p> <p>12· · · ·MS. BU:· Yes.· Here, I will type it in for</p> <p>13· ·you.· The Chinese is what I'm guessing it is.· Is</p> <p>14· ·there this person at his company?</p> <p>15· · · ·THE INTERPRETER:· Okay.· Thank you.</p> <p>16· · ·A· No, I don't know this person.</p>	<p><i>LUXURY BRANDS, LLC, v. THE PARTNERSHIPS.</i> (1: 24-cv-2853) Northern District of Illinois, Judge Jenkins</p> <p>Dkt 84-3 Declaration of <b>Lin Zhang</b>. Filed 06/24/24</p> <p>I, Lin Zhang, declare as follows: 1. I am the Chief Marketing Officer of Giske Network Technology Co., Ltd. (Giske), which operates the internet store, firemid.com (the Store), identified in this lawsuit. In this capacity, I have personal knowledge of the Store's operation and sales and have access to Giske's business records.</p>

Giske Technology Co., Limited Volume II 30(b)(6)  
December 30, 2024

1 reports to our lawyers.

2 Q Besides you and the operation team who --  
3 team staff who generated them, who else has  
4 reviewed these search results?

5 A Nobody else.

6 Q Okay. Thank you for the confirmation.

7 Could you give me the -- can you help me  
8 walk down who are the key employees of the  
9 company?

10 A Key employees?

11 Q Meaning they are in charge of other  
12 people. If anybody reports to them, that would be  
13 a key employer -- or a key employee.

14 A So the first person is for the operation  
15 team. I have introduced her earlier.

16 The second person is the director for  
17 technology. His name is Xuzhen Huang. His first  
18 name is spelled as X U Z H E N. His last name is  
19 spelled as H U A N G.

20 The third person is for the finance team,  
21 the person I mentioned earlier, Ms. Yuexiang Wang.

22 The fourth person is the director for the  
23 HR department. Her name is Yiting Chi. Her first  
24 name is spelled as Y I T I N G. Her last name is  
25 spelled as C H I.

Giske Technology Co., Limited Volume II 30(b)(6)  
December 30, 2024

These are our key employees.

2 Q Do you have a chief marketing officer?

3       A In our company, this person is the  
4 director for operations.

5 Q That would be Ms. Yulan Wang, correct?

6 A Yes.

Q Is there a Lin Zhang in Giske?

8                   THE INTERPRETER: Counsel, could you say  
9 it again? Lin Zhang?

10 MS. BU: Yes.

THE INTERPRETER: Is the name of a person?

12 MS. BU: Yes. Here, I will type it in for  
13 you. The Chinese is what I'm guessing it is. Is  
14 there this person at his company?

15 THE INTERPRETER: Okay. Thank you.

16 A No, I don't know this person.

17 Q Okay. I have some questions regarding  
18 some of your website content. What I'm going to  
19 do is I will share my screen, if you can give me a  
20 minute. Can you see my screen?

21 A Yes.

22 (Deposition Exhibit Number 11 marked  
23 for identification.)

24 Q I'm sorry. Can you confirm if this is  
25 your website?

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

LUXURY BRANDS, LLC,

Plaintiff,

v.

THE PARTNERSHIPS AND  
UNINCORPORATED ASSOCIATIONS  
IDENTIFIED ON SCHEDULE "A",

Defendants.

Case No. 24-cv-2853

**Judge Lindsay C. Jenkins  
Magistrate Judge Beth W. Jantz**

**DECLARATION OF LIN ZHANG IN SUPPORT OF DEFENDANT'S MOTIONS**

I, Lin Zhang, declare as follows:

1. I am the Chief Marketing Officer of Giske Network Technology Co., Ltd. (**Giske**), which operates the internet store, firemid.com (the **Store**), identified in this lawsuit. In this capacity, I have personal knowledge of the Store's operation and sales and have access to Giske's business records.

2. I make this declaration based on my personal knowledge and after reviewing Giske's business records. If called as a witness, I can competently testify to the matters stated herein.

3. Giske is incorporated and has its principal place of business in China. Giske operates the Store exclusively in China. Giske has never owned or utilized an office, hired employees, agents, or representatives, maintained bank accounts, owned assets or properties, or qualified to do business in Illinois or any other part of the United States.

4. Neither the Store nor Giske has targeted Illinois residents with their advertisements,

nor directed any marketing efforts or materials at Illinois.

5. Luxury Brands, LLC (the **Plaintiff**) alleges the Store has infringed on its trademark and copyrights (Dkt. 5-4). The Store's operations team reviewed the complaint and Exhibits 1 and 2 attached to the complaint (Dkt. Nos. 5-1 and 5-2) and conducted a diligent search of the Store's sales records for the allegedly infringing products. Specifically, the operations team accessed the backend data system of the Store's website and performed a thorough search using the alleged trademarks and product descriptions as keywords, including "unbrush," "UNbrush Detangling Hairbrush," "The Original Unbrush," "FHI Heat," "Detangling Hairbrush," and "Wet/Dry Hair Brush," and "The Knot Unwinder," *etc.* The operations team also searched the alleged copyrighted works mentioned in the complaint against the pictures in our backend data system. They then manually reviewed the search results against the images on the Plaintiff's website and the alleged copyrighted works to identify any listings matching by appearance or use of similar brand keywords.

6. **Exhibit A** contains complete and accurate sales records of the search results, maintained in the ordinary course of Giske's business. Exhibit A shows that the Store made only one sale of the alleged products in Illinois. The buyer's name was "Cinda UNB-FTE Glafomosan," the shipping address was "260 Rocbaar Dr, Romeoville, Illinois 60446," and the phone number for the buyer was "(630) 705-0900." According to Greemark Technology, Inc.'s website, the address 260 Rocbaar Dr, Romeoville, Illinois 60446, and phone number (630) 705-0900 belong to the company. **Exhibit B.** Greemark Technology, Inc. conducts business in warehousing and e-commerce shipment fulfillment support. **Exhibit B.** The address was used in placing orders with other defendants in this case. **Exhibit C.** Therefore, it is reasonable to believe that the order was

placed by Plaintiff as a test order.

7. Giske's operations team is responsible for monitoring and selecting popular products on rival e-commerce websites. A brief search online shows that there are many similar products available online. **Exhibit D**. Giske also found multiple manufacturers providing these products on a wholesale website in China. Therefore, Giske did not believe that any company had exclusive rights to the alleged products when it decided to list them for sale, nor did Giske believe the alleged "Unbrush" mark was a unique trademark. Giske did not intend to pass off the products as those of any particular owner. The Store first listed the product in Exhibit A for sale on January 16, 2024.

8. The Store uses one Paypal account: Giske21@outlook.com, for the allegedly infringing products, which have a total frozen amount of \$90,238.62 due to the asset restraints imposed by this litigation. The Store still plans to continue business operations. However, the existing restraints significantly hinder the Store's liquidity and ability to maintain normal operations.

9. Upon notice of the current litigation, Giske has permanently removed the listings of the allegedly infringing products. While Giske is moving to challenge the Preliminary Injunction Order (Dkts. 38 & 55), Giske assures the court it will not relist the allegedly infringing products for sale until further ordered by the court.

I declare under the penalty of perjury under the laws of the United States of America that the foregoing is true and accurate.

Executed on this 24 day of June, 2024, in Fuzhou, Fujian, China.

Dated: June 24, 2024

By: Lin Zhang  
Lin Zhang

3. Service Company Connection: Giske Network Representative Denies Knowledge of Mind E-Commerce While Separate Declaration Claims Mind Provides Services to Related E-commerce Companies including Giske	
Testimony	Declaration
<p>Shu Tang 30(b)(6) on behalf of Nos. 6 and 12 Giske Network Technology Co., Limited (owner and operator of cafeteriam.com and haulinferen.com)</p> <p>Page 37</p> <p>17· · · Q. · ·Okay.· Next one is Mind E-Commerce Co.,</p> <p>18· · Limited?</p> <p>19· · · A.· I do not know this company.</p>	<p><i>Betty's Best, Inc. v. The Individuals, No. 23-22322-CV-WILLIAMS</i> Southern District of Florida</p> <p><i>Dkt 121-6 Declaration of Lin Zhang</i><sup>1</sup>. Filed 10/09/23</p> <p>3. Mind also acts as a service company to other e-commerce companies, including some of companies that operate websites alleged to be defendants in this Lawsuit, as detailed below. Mind provides services such as logistics, operations, and financial management support, for other companies' e-commerce operations. These companies are separately owned and registered, and they maintain ultimate control and ownership of the websites affiliated with them. As relevant here, these companies include Giske Network Technology Co., Limited, Suzhou Chenghe Network Technology Co., Ltd., and Vedo Trading Co., Limited. These companies own the defendant websites associated with them in the Chart of Entities, Sales &amp; Restrained Amounts submitted with Defendants' opposition to Plaintiff's Motion ("Entities Chart").</p>

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<sup>1</sup> Declarant Lin Zhang appears to be the same declarant in multiple other cases under a variety of different capacity. She is [the Chief Marketing Officer of Mind E-commerce Co., Limited in the Betty's Best case SDFL](#) (23-22322-CV-WILLIAMS), as well as the [Chief Marketing Officer of Giske in the Luxury Brands case NDIL](#) (24-cv-2853), as well as the [CMO of Suzhou Rouxing Network Technology Co., Ltd](#), in another SKECHERS case in NDIL (24-cv-4541).

Shu Tang 30(b)(6)  
December 04, 2024

1 Co.

2 A. I do not know this company.

3 Q. The third one is Larryhot Trading Co.,  
4 Limited.

5 A. I do not know this company.

6 Q. Okay. And then my next one is Husdow  
7 Technology Co., Limited. Does that sound  
8 familiar?

9 A. I do not know this company.

10 Q. Okay. And I have this company right  
11 here, it's Dongguan Hengjia E-Commerce.

12 A. I do not know this company.

13 Q. Zero-Miracle Network, Limited?

14 A. I do not know this company.

15 Q. Justen Trading Co., Limited?

16 A. I do not know this company.

17 Q. Okay. Next one is Mind E-Commerce Co.,  
18 Limited?

19 A. I do not know this company.

20 Q. Okay. Shenzhen Jiuan Yunchen Network  
21 Technology Co., Limited?

22 A. I do not know this company.

23 Q. Okay. Shenzhen Huipeng Network  
24 Technology?

25 A. I do not know this company.

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA  
MIAMI DIVISION

BETTY'S BEST, INC.,  
Plaintiff,

v.

THE INDIVIDUALS, PARTNERSHIPS,  
AND UNINCORPORATED  
ASSOCIATIONS IDENTIFIED ON  
SCHEDULE "A,"  
Defendants

Case No. 1:23-cv-22322-KMW

**DECLARATION OF LIN ZHANG**

I, Lin Zhang, declare as follows:

1. I am over the age of 18. I am a resident of Fuzhou, China. I am the Chief Marketing Officer of Mind E-commerce Co., Limited. ("Mind" or "Company"), a company registered and headquartered in Hong Kong. The Company's business address is Flat/Rm 705,7/F, Fa Yuen Commercial Building No.75, Fa Yuen Street, Mong Kok, KLN, Hong Kong. I make this declaration in support of the opposition to the motion for preliminary injunction ("Motion") filed by Plaintiff Betty's Best, Inc. ("Plaintiff") in the lawsuit against numerous websites ("Lawsuit"). I have personal knowledge of the following and, if called as a witness, could competently testify to the same.

2. The Company has expertise in e-commerce operations, both in directly engaging in such business and supporting other companies that do so. Mind operates the website conversionb.com, which is identified as defendant 735 in the Lawsuit.

3. Mind also acts as a service company to other e-commerce companies, including some of companies that operate websites alleged to be defendants in this Lawsuit, as detailed below. Mind provides services such as logistics, operations, and financial management support, for other companies' e-commerce operations. These companies are separately owned and registered, and they maintain ultimate control and ownership of the websites affiliated with them. As relevant here, these companies include Giske Network Technology Co., Limited, Suzhou Chenghe Network Technology Co., Ltd., and Vedo Trading Co., Limited. These companies own the defendant websites associated with them in the Chart of Entities, Sales & Restrained Amounts submitted with Defendants' opposition to Plaintiff's Motion ("Entities Chart").

4. Giske Network Technology Co., Limited ("Giske") is a Hong Kong company that also uses the business address of Flat/Rm 705,7/F, Fa Yuen Commercial Building No.75, Fa Yuen Street, Mong Kok, KLN, Hong Kong.

5. Suzhou Chenghe Network Technology Co., Ltd. ("Suzhou Chenghe") is a Chinese company with a business address of Room 1208, Building 1, Suyue Trade Plaza, No. 119 Suzhou Avenue West, Suzhou Industrial Park, Suzhou Area, China (Jiangsu) Pilot Free Trade Zone.

6. Vedo Trading Co., Limited ("Vedo") is a Hong Kong company with a business address of Room 701, 7/F, Silvercord Tower 2, 30 Canton Road, Tsimshatsui, Hong Kong.

7. For Mind, Giske, Suzhou Chenghe, and Vedo, from my review of records, the Entities Chart accurately reflects (1) these Defendants' sales of products alleged to be infringing from websites under their control (both the total numbers globally, and the numbers (if any) from sales to Florida addresses), and (2) their amount of assets restrained by the TRO in this case.

Separately, the "Compendium of Sales" submitted with Defendants' opposition accurately includes correct sales information for these Defendants' and their websites. For each of these Defendants, given operational costs, the profit margin for defendants' sales of the products such as the one at issue is approximately 8%.

8. Before learning about the lawsuit, neither I nor, to my knowledge, anyone affiliated with these Defendants knew that any photographs or other alleged intellectual property rights at issue in this Lawsuit were copyrighted or otherwise protected. To my knowledge, Plaintiff never contacted any of these Defendants.

9. These Defendants each have no each have no connections to Florida. They have no offices or employees in Florida, and do not specifically target Florida in any advertising.

10. These Defendants utilize PayPal accounts to operate their business. The temporary restraining order in this case ordered the freezing of those PayPal Accounts.

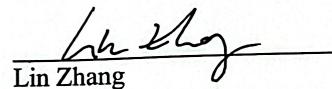
11. These Defendants are suffering extreme harm from the freezing of their PayPal accounts, and they will continue to suffer such harm if the injunction is not dissolved or significantly reduced. The PayPal accounts are essential to Defendants' business operations.

12. These Defendants have already ceased selling the products at issue, and do not intend to restart selling the Products. The products generated a very small percentage of these

Defendants' revenue. All or virtually of the frozen assets of these Defendants are proceeds from sales of products that are entirely unrelated to the product at issue.

13. Because of the vastly overbroad asset restraint, these Defendants are at risk of being held liable for defaulting on other obligations. Moreover, these Defendants are suffering an incalculable loss of reputation in the market. The Defendants have invested significant amounts of effort and money to establish themselves in the marketplace, and their inability to continue operating their businesses through their now-frozen PayPal accounts is causing an immeasurable loss of corporate reputation and difficulty in managing business operations.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on October 9, 2023 at Fuzhou, China.



Lin Zhang

**Betty's Best, Inc. v. The Partnerships, etc...**  
 S.D. Fla. case 1:23-cv-22322-KMW

**CHART OF DEFENDANT ENTITIES AND SALES**

<u>Deft #</u>	<u>Website</u>	<u>Company Name</u>	<u>Frozen Amount</u>	<u>Global Orders</u>	<u>Global Sales</u>	<u>Florida Orders</u>	<u>Florida Sales</u>
720	blink-rain.com	Larryhot Trading Co.,Limited	\$1,736,063.50	1	\$30.40	0	\$0.00
743	dice-fox.com	Larryhot Trading Co.,Limited		4	\$133.66	0	\$0.00
769	flowercog.com	Larryhot Trading Co.,Limited		1	\$61.91	0	\$0.00
781	gorgeousdo.com	Larryhot Trading Co.,Limited		0	\$0.00	0	\$0.00
831	moonlightooze.com	Larryhot Trading Co.,Limited		315	\$14,117.91	13	\$570.58
870	smarts-blue.com	Larryhot Trading Co.,Limited		15	\$546.35	0	\$0.00
906	alcartoonly.com	Larryhot Trading Co.,Limited		2	\$105.63	0	\$0.00
911	costumebrand.com	Larryhot Trading Co.,Limited		30	\$1,117.93	0	\$0.00
912	embravewise.com	Larryhot Trading Co.,Limited		53	\$2,621.75	2	\$100.11
918	milletgo.com	Larryhot Trading Co.,Limited		0	\$0.00	0	\$0.00
924	supvogue.com	Larryhot Trading Co.,Limited		0	\$0.00	0	\$0.00
735	conversionb.com	Mind E-commerce Co.,Limited	\$1,163,202.55	71	\$1,610.49	0	\$0.00
767	firemid.com	Giske Network Technology Co., Limited	\$818,689.54	1	\$48.26		
778	glossarye.com	Giske Network Technology Co., Limited		32	\$1,639.99	2	\$86.30
773	frame-wood.com	Suzhou Chenghe Network Technology Co., Ltd.	\$667,573.90	4	\$230.00	0	\$0.00
821	mattch-better.com	Suzhou Chenghe Network Technology Co., Ltd.		0	\$0.00	0	\$0.00
832	movingtune.com	Suzhou Chenghe Network Technology Co., Ltd.		44	\$2,464.76	1	\$38.86
907	allhaulm.com	Suzhou Chenghe Network Technology Co., Ltd.		0	\$0.00	0	\$0.00
913	goblinpocket.com	Suzhou Chenghe Network Technology Co., Ltd.		84	\$3,923.75	0	\$0.00
919	mite-wood.com	Suzhou Chenghe Network Technology Co., Ltd.		17	\$772.44	0	\$0.00
775	futuremagics.com	Suzhou Chenghe Network Technology Co., Ltd.		2	\$126.31		
916	inputependa.com	Vedo Trading Co., Limited	\$319,626.84	33	\$1,351.18	2	\$74.95

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800	jewelawne.com	Suzhou Ruoxing Network Technology Co., Ltd.		55	\$2,100.97	0	\$0.00
714	beautifuldeer.com	Shenzhen Jiayi E-Commerce Co., Ltd.	\$1,422,942.50	77	\$3,437.06	3	\$95.13
847	purebluestars.com	Shenzhen Jiayi E-Commerce Co., Ltd.		3	\$211.78	1	\$31.97
754	enjoyaitlife.com	Vanice Technology Co., Limited	\$204,563.61	12	\$560.16	0	\$0.00
763	fankisses.com	Starcraft Network Limited	\$1,325,955.90	1	\$37.12	1	\$37.12
785	hailoyearn.com	Sonzea Trading Co., Limited	\$606,836.57	3	\$122.02	0	\$0.00
702	anblinlast.com	Dongguan Hengjia E-Commerce Co., Ltd.	\$512,860.93	1	\$39.94	0	\$0.00
914	happyhours-rover.com	Dongguan Hengjia E-Commerce Co., Ltd.		2	\$155.25	0	\$0.00
927	youngfight.com	Dongguan Hengjia E-Commerce Co., Ltd.	\$760,947.68	12	\$604.22	2	\$124.00
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817	lovermelody.com	Nanchang Huiyun Linghai Technology Co., Ltd.		1	\$38.86	1	\$38.86
825	meotilicn.com	Nanchang Huiyun Linghai Technology Co., Ltd.		0	\$0.00	0	\$0.00
871	somethebest.com	Nanchang Huiyun Linghai Technology Co., Ltd.		12	\$588.26	1	\$41.38
798	infrontofmoon.com	Banbain Trade Co., Limited	\$788,746.24	1	\$45.86	1	\$45.86
877	subtlecloud.com	Banbain Trade Co., Limited		2	\$116.10	0	\$0.00
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915	implicitm.com	Ayor Trading Co., Limited	\$273,212.19	2	\$164.48	0	\$0.00
772	formulalm.com	Amgo Technology Co., Limited	\$815,084.72	0	\$0.00	0	\$0.00
880	superbzeal.com	Amgo Technology Co., Limited		0	\$0.00	0	\$0.00
917	magicport.net	Amgo Technology Co., Limited		0	\$0.00	0	\$0.00
923	rationalu.com	Amgo Technology Co., Limited		0	\$0.00	0	\$0.00
713	awakelet.com	Elay E-commerce Co., Limited	\$524,263.26	0	\$0.00	0	\$0.00
839	onalevelwith.com	Elay E-commerce Co., Limited		3	\$108.72	0	\$0.00
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765	feelrational.com	Zero-Miracle Network Limited		1	\$31.77	1	\$31.77
803	jingle-shines.uk	Zero-Miracle Network Limited		6	\$194.49	0	\$0.00
909	bulk-supplement.com	Zero-Miracle Network Limited		5	\$183.55	0	\$0.00
879	sunshinebl.com	Zero-Miracle Network Limited		0	\$0.00	0	\$0.00
780	gorgeifous.com	Shenzhen Jijing Network Technology Co., Ltd.	\$559,469.78	14	\$744.16	0	\$0.00
818	lovertune.com	Shenzhen Jijing Network Technology Co., Ltd.		2	\$89.80	1	\$32.97
819	luckyarrange.com	Shenzhen Jijing Network Technology Co., Ltd.		0	\$0.00	0	\$0.00
878	sunnylada.com	Shenzhen Jijing Network Technology Co., Ltd.	\$505,827.22	0	\$0.00	0	\$0.00
883	swan-sunny.com	Shenzhen Jijing Network Technology Co., Ltd.	\$147,055.95	1	\$65.23	0	\$0.00
822	matureidea.com	Nanchang Huimeng Network Technology Co., Ltd.	\$1,078,354.73	1	\$33.32	1	\$33.32
910	confidencecm.com	Nanchang Huimeng Network Technology Co., Ltd.	\$875,200.44	1	\$37.25	0	\$0.00
858	semi-sugarism.com	Nanchang Sikerui Technology Co., Ltd.	\$37,521.69	16	\$948.01	1	\$64.36
888	theflycloud.com	Nanchang Sikerui Technology Co., Ltd.		7	\$308.13	1	\$37.93
922	puppu.net	Nanchang Sikerui Technology Co., Ltd.	\$388,935.02	0	\$0.00	0	\$0.00
891	tophotred.com	Nanchang Laifei Technology Co., Ltd.	\$684,161.64	1	\$34.48	1	\$34.48
904	witmethod.com	Wuhan Quanda Network Technology Co., Ltd.	\$0.00	1	\$34.30	1	\$34.30
<b>TOTAL</b>			<b>\$21,346,227.08</b>	<b>957</b>	<b>\$42,144.06</b>	<b>39</b>	<b>\$1,630.56</b>

<b>4. Service Company Connection: Giske Network Representative Denies Knowledge of Husdow While Separate Declaration Claims Husdow Provides Services to Related E-commerce Companies</b>	
Testimony	Declaration
<p>Shu Tang 30(b)(6) on behalf of Nos. 6 and 12 Giske Network Technology Co., Limited (owner and operator of cafeteriam.com and haulinferen.com)</p> <p>Page 37</p> <p>6· · · Q. · · Okay. · And then my next one is Husdow</p> <p>·7· · Technology Co., Limited. · Does that sound</p> <p>·8· · familiar?</p> <p>·9· · · A. · I do not know this company.</p>	<p><i>Betty's Best, Inc. v. The Individuals, No. 23-22322-CV-WILLIAMS</i> Southern District of Florida</p> <p><i>Dkt 121-3 Declaration of Hanxi Zhang.</i> Filed 10/09/23</p> <p>3. Husdow also acts as a service company to other e-commerce companies, including some of the companies that operate websites alleged to be defendants in this Lawsuit, as detailed below. Husdow provides services such as logistics, operations, and financial management support, for other companies' e-commerce operations. These companies are separately owned and registered, and they maintain ultimate control and ownership of the websites affiliated with them. As relevant here, these companies include Dongguan Hengjia E-Commerce Co., Ltd., Nanchang Huiyun Linghai Technology Co., Ltd., Banbain Trade Co., Limited, Ayor Trading Co., Limited, and Amgo Technology Co., Limited. These companies own the defendant websites associated with them in the Chart of Entities, Sales &amp; Restrained Amounts submitted with Defendants' opposition to Plaintiff's Motion ("Entities Chart").</p>

Shu Tang 30(b)(6)  
December 04, 2024

1 Co.

2 A. I do not know this company.

3 Q. The third one is Larryhot Trading Co.,  
4 Limited.

5 A. I do not know this company.

6 Q. Okay. And then my next one is Husdow  
7 Technology Co., Limited. Does that sound  
8 familiar?

9 A. I do not know this company.

10 Q. Okay. And I have this company right  
11 here, it's Dongguan Hengjia E-Commerce.

12 A. I do not know this company.

13 Q. Zero-Miracle Network, Limited?

14 A. I do not know this company.

15 Q. Justen Trading Co., Limited?

16 A. I do not know this company.

17 Q. Okay. Next one is Mind E-Commerce Co.,  
18 Limited?

19 A. I do not know this company.

20 Q. Okay. Shenzhen Jiuan Yunchen Network  
21 Technology Co., Limited?

22 A. I do not know this company.

23 Q. Okay. Shenzhen Huipeng Network  
24 Technology?

25 A. I do not know this company.

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA  
MIAMI DIVISION

)  
BETTY'S BEST, INC., )  
Plaintiff, )  
) Case No. 1:23-cv-22322-KMW  
v. )  
)  
THE INDIVIDUALS, PARTNERSHIPS, )  
AND UNINCORPORATED )  
ASSOCIATIONS IDENTIFIED ON )  
SCHEDULE "A," )  
Defendants )  
)

**DECLARATION OF HANXI ZHENG**

I, Hanxi Zheng, declare as follows:

1. I am over the age of 18. I am a resident of Shenzhen, China. I am the Chief Executive Officer of Husdow Technology Co., Limited ("Husdow"), a company registered and headquartered in Hong Kong. The Company's business address is Flat/Rm 1512 15f Lucky Centre No.165-171 Wan Chai Roadwan Chai Hong Kong. I make this declaration in support of the opposition to the motion for preliminary injunction ("Motion") filed by Plaintiff Betty's Best, Inc. ("Plaintiff") in the lawsuit against numerous websites ("Lawsuit"). I have personal knowledge of the following and, if called as a witness, could competently testify to the same.

2. Husdow has expertise in e-commerce operations, both in directly engaging in such

business and supporting other companies that do so. Husdow operates the website opportunity.com, which is identified as defendant 840 in the Lawsuit.

3. Husdow also acts as a service company to other e-commerce companies, including some of companies that operate websites alleged to be defendants in this Lawsuit, as detailed below. Husdow provides services such as logistics, operations, and financial management support, for other companies' e-commerce operations. These companies are separately owned and registered, and they maintain ultimate control and ownership of the websites affiliated with them. As relevant here, these companies include Dongguan Hengjia E-Commerce Co., Ltd., Nanchang Huiyun Linghai Technology Co., Ltd., Banbain Trade Co., Limited, Ayor Trading Co., Limited, Amgo Technology Co., Limited. These companies own the defendant websites associated with them in the Chart of Entities, Sales & Restrained Amounts submitted with Defendants' opposition to Plaintiff's Motion ("Entities Chart").

4. Dongguan Hengjia E-Commerce Co., Ltd., ("Dongguan Hengjia") is a Chinese company with a business address of Rooms 407 and 409, Unit 1, Building 1, No. 9, Headquarters 2nd Road, Songshan Lake Park, Dongguan City, Guangdong Province, China.

5. Nanchang Huiyun Linghai Technology Co., Ltd., ("Nanchang Huiyun") is a Chinese company with a business address of Room 4403, Office Building A2#, Greenland Central Plaza, No. 998 Hongguzhong Avenue, Honggutan District, Nanchang City, Jiangxi Province, China.

6. Banbain Trade Co., Limited, ("Banbain") is a Hong Kong company with a business address of Flat/Rm 1512 15/F Lucky Centre No.165-171 Wan Chai Roadwan Chai Hong Kong.

7. Ayor Trading Co., Limited, ("Ayor Trading") is a Hong Kong company with a business

address of Flat/Rm 1512 15/F Lucky Centre No.165-171 Wan Chai Roadwan Chai Hong Kong.

8. Amgo Technology Co., Limited, ("Amgo") is a Hong Kong company with a business address of Flat/Rm 1512 15/F Lucky Centre No.165-171 Wan Chai Roadwan Chai Hong Kong.

9. For Husdow, Donguan Hengjia, Nanchang Huiyun, Banbain, Ayor Trading, and Amgo, from my review of records, the Entities Chart accurately reflects (1) these Defendants' sales of products alleged to be infringing from websites under their control (both the total numbers globally, and the numbers (if any) from sales to Florida addresses), and (2) their amount of assets restrained by the TRO in this case. Separately, the "Compendium of Sales" submitted with Defendants' opposition accurately includes correct sales information for these Defendants' and their websites. For each of these Defendants, given operational costs, the profit margin for defendants' sales of the products such as the one at issue is approximately 8%.

10. Before learning about the Lawsuit, neither I nor, to my knowledge, anyone affiliated with these Defendants knew that any photographs or other alleged intellectual property rights at issue in this Lawsuit were copyrighted or otherwise protected. To my knowledge, Plaintiff never contacted any of these Defendants.

11. These Defendants each have no connections to Florida. They have no offices or employees in Florida, and do not specifically target Florida in any advertising.

12. These Defendants utilize PayPal accounts to operate their business. The temporary restraining order in this case ordered the freezing of those PayPal Accounts.

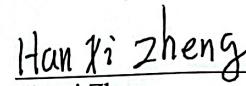
13. These Defendants are suffering extreme harm from the freezing of their PayPal accounts, and they will continue to suffer such harm if the injunction is not dissolved or significantly

reduced. The PayPal accounts are essential to Defendants' business operations.

14. These Defendants have already ceased selling the products at issue, and do not intend to restart selling the Products. The products generated a very small percentage of these Defendants' revenue. All or virtually of the frozen assets of these Defendants are proceeds from sales of products that are entirely unrelated to the product at issue.

15. Because of the vastly overbroad asset restraint, these Defendants are at risk of being held liable for defaulting on other obligations. Moreover, these Defendants are suffering an incalculable loss of reputation in the market. The Defendants have invested significant amounts of effort and money to establish themselves in the marketplace, and their inability to continue operating their businesses through their now-frozen PayPal accounts is causing an immeasurable loss of corporate reputation and difficulty in managing business operations.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on October 9, 2023 at Shenzhen, China.

  
Hanxi Zheng

**Betty's Best, Inc. v. The Partnerships, etc...**  
 S.D. Fla. case 1:23-cv-22322-KMW

**CHART OF DEFENDANT ENTITIES AND SALES**

<u>Deft #</u>	<u>Website</u>	<u>Company Name</u>	<u>Frozen Amount</u>	<u>Global Orders</u>	<u>Global Sales</u>	<u>Florida Orders</u>	<u>Florida Sales</u>
720	blink-rain.com	Larryhot Trading Co.,Limited	\$1,736,063.50	1	\$30.40	0	\$0.00
743	dice-fox.com	Larryhot Trading Co.,Limited		4	\$133.66	0	\$0.00
769	flowercog.com	Larryhot Trading Co.,Limited		1	\$61.91	0	\$0.00
781	gorgeousdo.com	Larryhot Trading Co.,Limited		0	\$0.00	0	\$0.00
831	moonlightooze.com	Larryhot Trading Co.,Limited		315	\$14,117.91	13	\$570.58
870	smarts-blue.com	Larryhot Trading Co.,Limited		15	\$546.35	0	\$0.00
906	alcartoonly.com	Larryhot Trading Co.,Limited		2	\$105.63	0	\$0.00
911	costumebrand.com	Larryhot Trading Co.,Limited		30	\$1,117.93	0	\$0.00
912	embravewise.com	Larryhot Trading Co.,Limited		53	\$2,621.75	2	\$100.11
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<b>TOTAL</b>			<b>\$21,346,227.08</b>	<b>957</b>	<b>\$42,144.06</b>	<b>39</b>	<b>\$1,630.56</b>

<b>5. Testimony Contradiction: Shenzhen Jiangmao Representative Zhuang Testifies No Knowledge of Zhongtou Guorong While Filing Separate Declaration as CMO of Same Company in District of Maryland Case</b>	
Testimony	Declaration
<p>Congming Zhuang 30(b)(6) on behalf of No. 101 Shenzhen Jiangmao Network Technology Co., Ltd. (owner and operator of signifye.com)</p> <p>Page 46</p> <p>17· · · Q. · · Do you recognize Shenzhen Zhongtou</p> <p>18· · · Guorong Trading Company?</p> <p>19· · · A. · · This company, I know it. · It is our</p> <p>20· · · third-party service providing company.</p> <p>21· · · Q. · · What does this company do for you</p> <p>22· · · specifically?</p> <p>23· · · A. · · The services it provides to us include</p> <p>24· · · procurement, logistics, and packaging.</p> <p>25· · · Q. · · How long have you worked with them?</p> <p>Page 47</p> <p>1· · · A. · · At the time when I joined the company,</p> <p>· 2· · the corporation started already.</p> <p>· 3· · · Q. · · Do you know anyone at this company?</p> <p>· 4· · · A. · · I don't know anyone.</p> <p>· 5· · · Q. · · Who at your company communicates with</p> <p>· 6· · · Shenzhen Zhongtou Guorong?</p> <p>· 7· · · A. · · Finance.</p>	<p><i>Bullseyebore, Inc. v. Landbase Trading Co., Ltd.</i> (1:24-cv-00246) District Court, D. Maryland</p> <p>Dkt 106-10 Declaration of <b>CONGMING ZHUANG</b>. Filed 11/25/24</p> <p>I, CongMing Zhuang, declares as follows:</p> <ol style="list-style-type: none"> <li>1. My name is CongMing Zhuang, I am the Chief Marketing Officer ( CMO ) of Shenzhen Zhongtou Guorong Trading Co., Ltd. for the PayPal Account: zhongtouguorong1@sina.com, and maintains the domain name: oncondtitat.com</li> <li>2. I have worked as the CMO for the Company for 6 years, and am familiar with formulating and executing the Company's market strategy planning. This includes analyzing market trends, competitors, and target customer groups to determine the Company's market positioning and objectives.</li> </ol>

DECEMBER 10, 2024

1 A. No.

2 Q. Do you recognize Adah Technology  
3 Company?

4 A. No.

5 Q. Do you recognize Awin E-Commerce,  
6 Limited?

7 A. No.

8 Q. Do you recognize Dongguan Hengjia  
9 E-commerce Company?

10 A. No.

11 Q. Do you recognize Larryhot Trading  
12 Company, Limited?

13 A. No.

14 Q. Do you recognize Shenzhen Maoluhui  
15 Network Technology Company?

16 A. No.

17 Q. Do you recognize Shenzhen Zhongtou  
18 Guorong Trading Company?

19 A. This company, I know it. It is our  
20 third-party service providing company.

21 Q. What does this company do for you  
22 specifically?

23 A. The services it provides to us include  
24 procurement, logistics, and packaging.

25 Q. How long have you worked with them?

DECEMBER 10, 2024

1           A. At the time when I joined the company,  
2       the corporation started already.

3           Q. Do you know anyone at this company?

4           A. I don't know anyone.

5           Q. Who at your company communicates with  
6       Shenzhen Zhongtou Guorong?

7           A. Finance.

8           Q. Who specifically in finance?

9           A. The head of the finance department,  
10      Jiani Zhang.

11          Q. So you say they do -- they handle  
12      logistics and some packaging for you. When your  
13      store receives an order, how does that  
14      information get communicated to this company?

15          A. For this there would be API  
16      synchronizing between two systems. With the  
17      synchronizing, the records information of our  
18      stores would be synchronized to Zhongtou  
19      Guorong.

20          Q. So when you receive an order, they see  
21      that through the API, and then do they have the  
22      product in a warehouse somewhere to ship to the  
23      customer?

24          A. Once our orders information is  
25      synchronized to Zhongtou Guorong, it would be

**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MARYLAND**

-----X  
BULLSEYEBORE, INC.

Plaintiff,

-against-

Civil Action No.:  
1:24-cv-00246-RDB

LANDBASE TRADING CO. LTD, et. al.

Defendants.

-----X

**DECLARATION OF CONGMING ZHUANG**

I, CongMing Zhuang, declares as follows:

1. My name is CongMing Zhuang, I am the Chief Marketing Officer (“CMO”) of Shenzhen Zhongtou Guorong Trading Co., Ltd. (the “Company”). The Company is responsible for the PayPal Account: zhongtouguorong1@sina.com, and maintains the domain name: oncondtitat.com (the “Domain Name”).

2. I have worked as the CMO for the Company for 6 years, and am familiar with formulating and executing the Company’s market strategy planning. This includes analyzing market trends, competitors, and target customer groups to determine the Company’s market positioning and objectives.

**NATURE OF THE COMPANY**

3. Shenzhen Zhongtou Guorong Trading Co., Ltd. is an e-commerce company that engages in the sales of various miscellaneous products to interested buyers around the world.

4. Company was founded in March 2017. It is headquartered in Shenzhen, China. We have no offices, employees, sales representatives, or real property in Maryland. We have no

registered agents in Maryland, are not registered to do business in Maryland, have no bank accounts in Maryland and have never filed any Maryland tax returns.

5. The Company sells approximately 1,000 different products.
6. The Company sells these products through oncondtitat.com.
7. The Company has an Operations Team which is in charge of determining what products or items the Company should sell. The Operations Team's job is to follow rival e-commerce websites and examine the products that are sold or that seem popular.

8. If they identify any products which look promising, they would notify our company's outsourcing service provider. The outsourcing service provider for the Company is Wuhan Gufengda Network Technology Co., Ltd.

9. The outsourcing service provider undertakes a series of service outsourcing, including product procurement, warehousing, arranging personnel for packing, shipping, etc. Therefore, our Company does not directly purchase or store products itself.

10. I believe our Operations Team first identified these products as a popular item because we saw a lot of different e-commerce companies selling them. Because they were available on multiple platforms, we did not think that it would be an issue to also sell the same products as it did not seem any one company had exclusive rights.

### **SALES OF ALIGNDRILL PRO PRODUCTS**

11. According to our records, the Company began listing "AlignDrill Pro" products on January 9, 2024, and has occurred 0 sales globally.

12. We have had 0 sales in the State of Maryland.

13. We have **never** sold any products under the name “Bullseyebore,” nor were we aware of the company Bullseyebore or their products.

14. The Operations Team, who accessed the backend data system of the website, performed thorough searches using the plaintiff company’s name, specific brand keywords, and broader category-related terms such as “AlignDrill Pro” “Align,” and “Drill.” They manually reviewed the search results against images of the allegedly infringing products, pinpointing matches by their appearance or use of similar brand keywords. Each product identified was linked to a unique website address and compiled into a list of landing pages. These addresses facilitated precise backend searches to comprehensively track all allegedly infringing orders if any.

15. According to the thorough searches, the total sales of “AlignDrill Pro” products in the United States was \$0, and in Maryland was \$0.

16. We have checked the searches thoroughly and can confirm that the searches result is accurate.

17. Based on this, the gross profits derived from the sale of the allegedly infringing products was \$-139.25.

18. To our knowledge, the goods that we listed and advertised were under the mark: “AlignDrill Pro.” Prospective customers would see the products being sold under the name AlignDrill Pro which is prominently visible. The words “Bullseyebore” do not appear anywhere in the product description.

19. We have never purchased any products from Bullseyebore, and to our knowledge, it is still not possible to purchase any products because we have been informed by our attorneys

that Bullseyebore does not have any final products available for sale. Therefore we cannot compare any the AlignDrill Pro products with the Bullseyebore products to see if they are the same or different or if the quality is better or worse.

#### **ADVERTISING AND MARKETING**

20. The Company advertises and has advertised allegedly infringing products on Facebook.

21. We were able to obtain from the Meta/Facebook Ad Manager certain detailed records for the products and advertising.

22. When advertising on Facebook, we do not target any specific states or cities. We in fact include all countries in our advertising campaign because we offer international shipping and as a result we have a fair number of global sales on our products generally.

23. We only advertise our products through the Meta Ad Manager. We do not advertise on Tik-Tok, Pinterest, X (or Twitter).

24. According to our records, the total amount of money that was spent on Facebook Ad-Managers for advertising for the AlignDril products was \$139.25.

#### **NO CONTINUED HARM TO PLAINTIFF**

25. Since we first discovered the lawsuit, when this Court issued the initial temporary restraining order, we have permanently discontinued the sale of all AlignDrill Pro products on our website.

26. We have had no sales since that took place.

27. We have permanently removed all AlignDrill Pro products and advertising from our domain names. We no longer have any advertisements of AlignDrill Pro products.

28. At the present moment, we have no remaining units of the allegedly infringing products contained in a warehouse. The warehouse is owned by the Wuhan Gufengda Network Technology Co., Ltd.

29. There is no ongoing harm to Plaintiffs. We have voluntarily but permanently discontinued all sales of “AlignDrill Pro products” products and will not resume sales irrespective of the outcome of this case.

### **HARM TO THE COMPANY FROM ASSET RESTRAINT**

30. When a TRO was first issued in this case, all of the money in our Company’s PayPal account was frozen. This resulted in a total asset freeze of \$2,761.24.

31. As a company that sells thousands of products, the sales from AlignDrill Pro products represents only a tiny fraction of our overall sales.

32. One simple way to measure the harm is that the money as frozen in PayPal does not collect any interest. From the time of the initial freeze January 2024 to present, the money would have accrued 8 months of interest which at 9% would have come out to \$165.7.

33. For these reasons, we ask that the Court, to the extent that it issues any injunction at all, takes into account the documents and numbers produced, issues a properly tailored injunction, and also award to our Company a portion of the bond for damages sustained because of Plaintiffs’ overreaching.

### **RETAINING COUNSEL FOR REPRESENTATION**

34. Our firm hired DGW Kramer LLP to represent us in this matter. This is a law firm that has a good reputation, is known to us, has staff that understands, speaks, and reads Mandarin/Chinese, and is familiar with our company and our practices.

35. They have previously represented us in this and other cases. We have never operated in Maryland and are unfamiliar with the attorneys there and have no relationship with any attorneys in Maryland.

36. After the Court indicated that only attorneys who are licensed to practice in the Maryland Federal Court may represent them, it is our understanding that our counsel proceeded to obtain admission to the Maryland Federal Court. Now that they have become admitted, we are now once again represented by attorneys who can now speak on our behalf.

#### **MISCELLANEOUS**

37. This declaration was translated to me into Mandarin.

38. I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Dated: September 20, 2024

By: CongMing Zhuang  
CongMing Zhuang